

Request for Proposal ED-SM26701

Iowa Alternate Assessment Communication Plan

Student and Family Services

Iowa Department of Education
Grimes State Office Building
400 E 14th St
Des Moines, IA 50319

Date September 24, 2007

RFP ED-SM26701

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Section 1 Introduction

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified service providers to contract for services for the Iowa Department of Education's Iowa Alternate Assessment Communication Plan. The Iowa Department of Education intends to award a contract beginning on November 1, 2007 with an overall completion date of June 30, 2008. There is a completion date for each of the five components of the plan.

1.2 Definitions and Acronyms

DE: Iowa Department of Education

IAA: Iowa Alternate Assessment

1.2 Background Information

This RFP is designed to provide vendors with the information necessary for the preparation of competitive bid proposals. The RFP process is for the Department's benefit and is intended to provide the Department with competitive information to assist in the selection process. It is not intended to be comprehensive. Each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

The Iowa Alternate Assessment (IAA) with Alternate Achievement Standards is required by No Child Left Behind and the Individuals with Disabilities Act for students who cannot be assessed with the Iowa Test of Basic Skills, even with accommodations. The IAA is given to students with the most significant cognitive disabilities. The assessment is a rating scale of a student's evidence-based progress. Grades assessed are grades 3-8 & 11 in reading and math; grades 5, 8, and 11 for science. Expertise is required in assessment systems, academic content areas, and with students with very significant cognitive disabilities. Targeted audiences include: special education teachers, general education teachers, parents, and school administrators. All final products must be planned and approved by the Iowa Department of Education.

Section 2 Administrative Information

2.1 Issuing Officer

The Issuing Officer, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Marty Ikeda, Administrative Consultant
IA Department of Education
Student and Family Services
Grimes State Office Bldg
400 E 14th St
Des Moines, Iowa 50319-0146

2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful vendor, vendors may contact only the Issuing Officer. The Issuing Officer will respond only to questions regarding the procurement process. Vendors may be disqualified if they contact any state employee other than the issuing officer.

Questions will be submitted and responded to through email to Marty.Ikeda@iowa.gov. The deadline for submitting questions is Wednesday October 3rd, by 4:30 p.m. Questions will be responded to by Friday, October 5th, 2007.

2.3 Downloading the RFP from the Internet

All amendments will be posted on the Department's home page at **www.iowa.gov/educate/content/category/15/47/366/**. The vendor is advised to check the Department's home page periodically for amendments to this RFP, particularly if the vendor downloaded the RFP from the Internet as the vendor may not automatically receive amendments. If the vendor received this RFP as a result of a written request to the Department, the vendor will automatically receive amendments.

2.4 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the Agency reserves the right to change the dates.

Issue RFP

September 26, 2007

Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Issuing Officer through email if they wish to withdraw their proposals.

2.7 Submission of Bid Proposals

Electronic mail bid proposals will be accepted. The Department must receive the bid proposal at Marty.Ikeda@iowa.gov., Wednesday October 10th, 2007, no later than 4:30 p.m... **This is a mandatory requirement and will not be waived by the Department. Any bid proposal received after this deadline will be rejected and returned unopened to the vendor.**

Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.

2.8 Bid Proposal Opening

The Department will open bid proposals on October 11th, 2007. The bid proposals will remain confidential until the review all of the bid proposals submitted in response to this RFP and the Department has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

2.9 Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the bid proposal are solely the responsibility of the vendor.

2.10 Rejection of Bid Proposals

The Department reserves the right to reject any or all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Department to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive bid proposal. This RFP process is for the Department's benefit and is intended to provide the Department with competitive information to assist in the selection of a vendor to provide services. It is not intended to be comprehensive and each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

2.11 Disqualification

The Department shall reject outright and shall not evaluate proposals for any one of the following reasons:

2.11.1 The vendor fails to deliver the bid proposal by the due date and time.

2.11.2 The vendor states that a service requirement cannot be met.

2.11.3 The vendor's response materially changes a service requirement.

- 2.11.4** The vendor's response limits the rights of the Department.
- 2.11.5** The vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- 2.11.6** The vendor fails to respond to the Department's request for information, documents, or references.
- 2.11.7** The vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this RFP.
- 2.11.8** The vendor initiates unauthorized contact regarding the RFP with state employees.
- 2.11.9** The vendor provides misleading or inaccurate responses.

2.10 Nonmaterial and Material Variances

The Department reserves the right to waive or permit cure of nonmaterial variances in the bid proposal if, in the judgment of the Department, it is in the Department's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the Department waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other contract requirements if the vendor is awarded the contract. The determination of materiality is in the sole discretion of the Department.

2.11 Reference Checks

The Department reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

2.12 Information from Other Sources

The Department reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

2.13 Verification of Bid Proposal Contents

The content of a bid proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification.

2.14 Bid Proposal Clarification Process

The Department reserves the right to contact a vendor after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the vendor has provided goods or services to the Department or any other political subdivision wherever located, or requests for corrective pages in the vendor's bid proposal. The Department will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the vendor is offering to the Department. An individual authorized to legally bind the vendor shall sign responses to any request for clarification. Responses shall be submitted to the Department within the time specified in the Department's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

2.15 Disposition of Bid Proposals

All proposals become the property of the Department and shall not be returned to the vendor unless all bid proposals are rejected or the RFP is cancelled. In either event, vendors will be asked to send prepaid shipping instruments to the Department for return of the bid proposals submitted. In the event the Department does not receive shipping instruments, the Department will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.16 Public Records and Requests for Confidential Treatment

The Department may treat all information submitted by a vendor as public information following the conclusion of the selection process unless the vendor properly requests that information be treated as confidential at the time of submitting the bid proposal. The Department's release of information is governed by Iowa Code chapter 22. Vendors are encouraged to familiarize themselves with chapter 22 before submitting a proposal. The Department will copy public records as required to comply with the public records laws.

Any request for confidential treatment of information must be included in the transmittal letter with the vendor's bid proposal. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. The request for confidential

treatment of information must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the Department concerning the confidential status of the materials.

Any bid proposal submitted which contains confidential information must be conspicuously marked as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire bid proposal as confidential may be deemed non-responsive and disqualify the vendor.

If the vendor designates any portion of the RFP as confidential, the vendor must submit one copy of the bid proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 4 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

The Department will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction.

In the event the Department receives a request for information marked confidential, written notice shall be given to the vendor seven calendar days prior to the release of the information to allow the vendor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

The vendor's failure to request confidential treatment of material will be deemed by the Department as a waiver of any right to confidentiality, which the vendor may have had.

2.17 Copyrights

By submitting a bid proposal, the vendor agrees that the Department may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The vendor consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The Department shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

The Department will reserve all copyrights to products and materials developed through this project.

2.18 Release of Claims

By submitting a bid proposal, the vendor agrees that it will not bring any claim or cause of action against the Department based on any misunderstanding

concerning the information provided herein or concerning the Department's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

2.19 Evaluation of Bid Proposals Submitted

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The Department will not necessarily award any contract resulting from this RFP to the vendor offering the lowest cost to the Department. Instead, the Department will award the contract to the compliant vendor whose proposal receives the most points in accordance with the evaluation criteria set forth in section 5 of this RFP and subject to approval of the Department.

2.20 Award Notice and Acceptance Period

Notice of intent to award the contract will be sent by email to all vendors submitting a timely bid proposal. Negotiation and execution of the contract shall be completed no later than **October 19, 2007**. If the apparent successful vendor fails to negotiate and deliver an executed contract by **November 1, 2007**, the Department may cancel the award and award the contract to the next highest ranked vendor.

2.21 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for services and no vendor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful vendor and the Department.

2.22 Choice of Law and Forum

This RFP and the resulting contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.23 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Vendors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

SECTION 3 SERVICE REQUIREMENTS

3.1 Introduction

The Iowa Alternate Assessment (IAA) with Alternate Achievement Standards is required by No Child Left Behind and the Individuals with Disabilities Act for students who cannot be assessed with the Iowa Test of Basic Skills, even with accommodations. The IAA is given to students with the most significant cognitive disabilities. The assessment is a rating scale of a student's evidence-based progress. Grades assessed are grades 3-8 & 11 in reading and math; grades 5, 8, and 11 for science. Expertise is required in assessment systems, academic content areas, and with students with very significant cognitive disabilities. Targeted audiences include: special education teachers, general education teachers, parents, and school administrators. All final products must be planned and approved by the Iowa Department of Education.

3.21 Scope of Work

The following actions and products will be required:

1. Develop Graphic Identity: to quickly and effectively communicate with target audiences, a visual identity for the IAA.
 - Elements should include, but are not limited to: logo, graphic standards, key message points, tag line, and other items as identified.
 - Start Date: November 1, 2007
 - Completion Date: November 30, 2007
2. Develop Core Message literature to position the IAA in the public's Eye: to help educators and other audiences better understand the goals and guiding principles of the IAA through a printed brochure that would be widely distributed.
 - Start Date: December 1, 2007
 - Completion Date: December 31, 2007
3. Develop a database foundation web site(s) that will allow teachers to send the Department evidence exemplars and teacher stories that will be searchable by grade, by content area, or by student ability level. This system must have the capacity to alert teachers statewide when new information is available. This web site will not be an evaluative tool for evidence or stories. The Evidence Library should accept multiple electronic formats, including: Word documents, PDF documents, PowerPoint examples, paper materials scanned for digital storage

video clips in Flash, and others as identified. Users will acknowledge that no copyright restrictions exist on the submitted instructional tools. Personally identifiable information will not be published. Every submission will be reviewed and approved by the Department prior to publishing on the web site. This database web site will be housed at the Iowa Department of Education.

- Testing of site: December, 2007
 - Launch of site: January, 2008
4. Provide assistance to the Department in the development of Instructional Modules which will focus on teaching and learning strategies for students with the most significant cognitive disabilities. Once the content is developed for the modules, primary tools for dissemination of information may include, but will not be limited to: ICN instruction, webinars, self-study modules, pod casts, or an instruction website – accessed by username/password. Phase One of module development will begin with at least two modules (content yet to be determined by the Department)
- Begin content development: November, 2007
 - Review Technology Delivery Methods/costs: November, 2007
 - Determine content responsibilities (Department will select content writers): November, 2007
 - Agree on best delivery methods: November, 2007
 - Develop content for Module One: January to April, 2008
 - Develop content for Module Two: May to July, 2008
 - Launch modules: August, 2008
5. Development of three video/DVDs: duplication of DVDs: the quantity to be determined. Include pricing for duplication of 250, 500, 1000, and 2000 DVDs including casing and paper sleeves:
- Overview Video/DVD: 12-15 minute video presentation highlighting the importance-and impact-of the IAA process. Messages to be highlighted will be developed by Department staff. Teachers, parents, administrators will share these messages. Available January, 2008.
 - Informative Video/DVD: 30-45 minute video presentation highlighting How the IAA process works to improve instruction, improve student performance, and enhances collaborative efforts between special and general education teachers. Teachers, parents, administrators, and others will tell this story. Available: February, 2008.
 - Role of the Building Administrator in the IAA process Video/DVD: 8-10 minute video presentation highlighting how school administrators have made the IAA successful in their buildings. Available February, 2008.

SECTION 4 FORMAT AND CONTENT OF BID PROPOSALS

4.1 Instructions

These instructions prescribe the format and content of the bid proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the bid proposal.

- 4.1.1 The bid proposal shall be a word-processed document on 8.5" x 11" paper (one side only).
- 4.1.2 The bid proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The bid proposal shall be sealed in an envelope. If multiple envelopes for each bid proposal are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFP Title

Agency's Address

Vendor's Name and Address

- 4.1.3 One (1) original and four (4) copies of the bid proposal, each in a sealed envelope, shall be timely submitted to the Issuing Officer. Vendors providing electronic bid proposals shall submit one paper copy as specified in section 2.7.

4.2 Technical Proposal

The following documents and responses shall be included in the bid proposal in the order given below:

4.2.1 Transmittal Letter

An individual authorized to legally bind the vendor shall sign the transmittal letter. The letter shall include the vendor's mailing address, electronic mail address, fax number, and telephone number.

Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and

telephone number of the individual authorized to respond to the Agency about the confidential nature of the information.

4.2.2 Table of contents

The vendor shall include a table of contents of its bid proposal.

4.2.3 Executive Summary

The vendor shall prepare an executive summary and overview of the services it is offering, including all of the following information:

4.2.3.1 Statements that demonstrate that the vendor understands and agrees with the terms and conditions of the RFP and the proposed contract.

4.2.3.2 An overview of the vendor's plans for the plan's five components
:

4.2.4 Service Requirements

The vendor shall address each service requirement in Section 3 of the RFP and explain how it plans to approach each requirement. Proposals must be fully responsive to service requirements. Merely repeating the requirements will be considered non-responsive and may disqualify the vendor. Proposals must identify any deviations from the requirements of this RFP or requirements the vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor.

4.2.5 Background Information

The vendor shall provide the following general background information:

4.2.5.1 Name, address, telephone number, fax number and e-mail address of the vendor including all d/b/a's or assumed names or other operating names of the vendor.

4.2.5.2 Form of business entity, i.e., corporation, partnership, proprietorship, Limited Liability Company.

4.2.5.3 State of incorporation, state of formation, or state of organization.

4.2.5.4 Identity and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the vendor's performance under the terms of this RFP.

4.2.6 Experience

The vendor must provide the following information regarding its experience:

- 4.2.6.1** Number of years in business.
- 4.2.6.2** Number of years experience with providing the types of services sought by the RFP.
- 4.2.6.3** Describe the level of technical experience in providing the types of services sought by the RFP.
- 4.2.6.4** List all services similar to those sought by this RFP that the vendor has provided to other businesses or governmental entities.
- 4.2.6.5** Letters of reference from three (3) previous clients knowledgeable of the vendor's performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference.

4.2.7 Personnel

The vendor must provide resumes for all key personnel, including the project manager, who will be involved in providing the services contemplated by this RFP. The following information must be included in the resumes:

- 4.2.7.1** Full name.
- 4.2.7.2** Education.
- 4.2.7.3** Years of experience and employment history particularly as it relates to the scope of services specified herein.

4.2.8 Terminations, Litigation, Debarment

The vendor must provide the following information:

- 4.2.8.1** During the last five (5) years, has the vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.

- 4.2.8.2** During the last five (5) years, describe any damages or penalties of anything of value traded or given up by the vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated account of the cost of that incident to the vendor.
- 4.2.8.3** During the last five (5) years, describe any damages or penalties or anything of value traded or given up by vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the vendor.
- 4.2.8.4** During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the vendor to engage in any business, practice or activity.
- 4.2.8.5** During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the vendor to perform the required services. The vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid proposal, and with respect to the successful vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Agency.

4.2.9 Proposal Certification

The vendor shall sign and submit with the bid proposal the document included as Attachment #2 in which the vendor shall certify that the contents of the bid proposal are true and accurate.

4.2.10 Acceptance of Terms and Conditions

The vendor shall specifically agree that the bid proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the vendor objects to any term or condition, the vendor must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the vendor.

4.2.11 Certification of Independence and No Conflict of Interest

The vendor shall sign and submit with the bid proposal the document included as Attachment #3 in which the vendor shall certify that it developed the bid proposal independently. The vendor shall also certify that no relationship exists or will exist during the contract period between the vendor and the Agency that interferes with fair competition or is a conflict of interest. The Agency reserves the right to reject a bid proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the Agency.

4.2.12 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

The vendor shall sign and submit with the bid proposal the document included as Attachment #4 in which the vendor shall certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, department or agency.

4.2.13 Authorization to Release Information

The vendor shall sign and submit with the bid proposal the document included as Attachment #5 in which the vendor authorizes the release of information to the Agency.

4.2.14 Firm Bid Proposal Terms

The vendor shall guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm a minimum of **90** days following the deadline for submitting proposals.

4.2.15 Certification Regarding Sales and Use Tax

The Contractor shall sign and submit with the Bid Proposal the document included as Attachment #6 (Tax Certification Letter) regarding collection of sales and use tax.

4.3 Cost Proposal

The vendor shall provide its cost proposal for the proposed services. The cost proposal shall include the following:

Cost Proposal Worksheet

Provide cost information on the worksheet below. Use additional pages for the detail information requested. The amounts reflected should exclude state and federal taxes except for taxes required to be withheld for employment purposes. The Agency is a tax exempt entity.

- Personnel Costs
- Indicate number of time units and cost per unit
- Travel
- Communication
- Supplies
- Other

Section 5 Evaluation of Bid Proposals

5.1 Introduction

This section describes the evaluation process that will be used to determine which bid proposal provides the greatest benefits to the Agency. The evaluation process is designed to award the contract not necessarily to the vendor of least cost, but rather to the vendor with the best combination of attributes to perform the required services.

5.2 Evaluation Committee

The Agency intends to conduct a comprehensive, fair and impartial evaluation of bid proposals received in response to this RFP. The Agency will use an Evaluation Committee to review and evaluate the proposals.

5.3 Evaluation Criteria

The Evaluation Committee will evaluate all proposals and make an award made using the criteria as set forth in 4.2.3.3 and 4.3.3.4.

5.4 Evaluation Process

The cost and technical proposals will be evaluated separately, with the technical proposals evaluated first. Up to 10 points will be awarded for each of the work items outlined in Section 3.2, Scope of Work. The points will be awarded on the basis of the evaluation committee's assessment of:

- 1) The proposal's understanding of issues involved in completing work on this work item.
- 2) The proposal's knowledge of resources that is necessary for successful completion of the work item.
- 3) The completeness and effectiveness of the process proposed for completing the work.

5.5 Recommendation of the Evaluation Committee

The final ranking and recommendation(s) of the Evaluation Committee shall be presented to the Director of the Department of Education for consideration. This recommendation may include, but is not limited to, the name of one or more vendors recommended for selection or a recommendation that no vendor be selected.

Section 6 Contract Terms and Conditions

6.1 Contract Terms and Conditions

The contract that the Agency expects to award as a result of this Request for Proposal will be based upon the bid proposal submitted by the successful vendor and this solicitation. The contract between the Agency and the successful vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained in Attachment #1, the offer of the vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Agency.

The contract terms contained in Attachment #1 are not intended to be a complete listing of all contract terms but are provided only to enable vendors to better evaluate the costs associative with the RFP and the potential resulting contract. Vendors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the revenue proposal or any pricing quoted by the vendor.

By submitting a proposal, each vendor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in its proposal. If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible disqualification of the proposal. The Agency reserves the right to either award a contract without further negotiation with the successful vendor or to negotiate contract terms with the selected vendor if the best interests of the Agency would be served.

6.2 Contract Length

The term of the contract will be one year and will commence on November 1, 2007 and end on June 30th, 2008.

Attachment #1
Contract Terms and Conditions

Agreement # _____

CONTRACTUAL AGREEMENT
BETWEEN

STATE OF IOWA, DEPARTMENT OF EDUCATION, (DE) Bureau/Division of _____
Grimes State Office Bldg., 400 E 14th St, Des Moines, IA 50319-0146.
Department Contact Person: _____ Phone: (515) _____

AND

CONTRACTING PARTY - AGENCY OR INDIVIDUAL: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ Phone: _____

AGENCY CONTACT PERSON OR AGENCY PERSON TO PERFORM SERVICES: _____

CONTRACTING PARTY: IF AN INDIVIDUAL, YOUR SOCIAL SECURITY NUMBER: _____
IF AN AGENCY, YOUR FEIN NUMBER: _____

THE DEPARTMENT WILL COMPENSATE FOR THE FOLLOWING SERVICES RENDERED BY CONTRACTING PARTY:
(DESCRIPTION OF SERVICES) _____

CONTRACT PERIOD: Service begins: _____ Service ends: _____

COMPENSATION: As indicated and in accordance with the stated terms below.

Contract is for actual costs estimated as shown here in total and itemized below under "Associated Costs" section.

Contract is for a specified fee totaling the shown amount for _____ (Number) _____ (Units) at \$ _____ per _____ (Unit)

\$0.00

CONTRACT IS NOT TO EXCEED AMOUNT SHOWN ON THIS LINE.

ASSOCIATED COSTS: Only the items designated are covered; required documentation is indicated under "Other Conditions and Requirements" section. (Estimated costs shown)

\$ _____ TRAVEL: FROM _____ TO _____ AND RETURN

via means and for the amounts shown:

Air Coach \$ _____ Auto \$ _____ Taxi \$ _____ Parking \$ _____

Other \$ _____ (As stipulated in "Description of Services" section.)

\$ _____ MEALS: Actual and necessary; not to exceed the following rates:

Breakfast \$ _____ Lunch \$ _____ Dinner \$ _____

\$ _____ LODGING: Number of nights _____, not to exceed \$ _____ per night, plus tax.

\$ _____ OTHER: (ITEMIZE) _____

CLAIM/PAYMENT PROVISIONS: _____

Payment requests should be submitted to the attention of: _____

FOR DEPARTMENT OF EDUCATION USE ONLY

FOR DEPARTMENT OF EDUCATION USE ONLY							PAYMENTS
FUND	AGENCY	ORGN	S/ORG	OBJ	PROG	AMOUNT	
	0282						
	0282						
	0282						
	0282						
TOTAL CONTRACT AMOUNT						\$0.00	
PRE-CONTRACT (ATTACHED OR N/A)		SOLE SOURCE (ATTACHED OR N/A)		PRIOR APPROVAL (ATTACHED OR N/A)			

OTHER CONDITIONS/REQUIREMENTS: Unless otherwise stipulated, the rates and requirements listed below shall apply:

Mileage reimbursement rate: 34¢ per mile.

Original Receipts: Must be submitted with a signed claim when the contract is with an individual. Receipts are required for the following: (Credit card receipts are not acceptable)

TRAVEL: Air coach, taxi fares, related parking fees and car rental.

LODGING: Reimbursement approved only for those residing outside the designated meeting site. Lodging must be outside contracting party's domicile.

OTHER: Registration fees and other items (as designated under "Associated Costs" section) require receipts unless specified otherwise.

Itemized Invoice: An agency must submit an itemized invoice detailing the expenses allowed by the contract.

ALL CLAIMS MUST BE FILED WITHIN 30 DAYS FOLLOWING THE CONTRACT SERVICE ENDING DATE.

TERMINATION: This contract may be terminated by either party upon ten- (10) days written notice.

NONTRANSFERENCE: Unless otherwise stipulated in this contract, the contracting party shall not transfer any interest in this contract without prior written approval from the Department of Education.

AMENDMENTS: Requests for an approval of amendments to this agreement must be mutually acceptable and in writing.

INDEMNIFICATION: The contracting party agrees jointly and severally to indemnify and hold the State, its successors and assigns harmless from and against all liability, loss, damage, or expense, including reasonable counsel fees, which the State shall incur by reason of the failure of the contracting party to perform fully and comply with the terms and obligations of this agreement.

AVAILABILITY OF FUNDS: This contract is subject to the anticipated availability of Federal and/or State funds under the program from which it is supported.

ASSURANCE: THE CONTRACTING PARTY, BY SIGNATURE AFFIXED BELOW, ASSURES THE DEPARTMENT THAT SAID CONTRACTING PARTY IS OPERATING IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL STATUTES, RULES AND REGULATIONS. INCLUDING CERTIFICATION THAT THE CONTRACTOR AND/OR ITS PRINCIPAL OFFICIALS ARE NOT SUSPENDED OR DISBARRED.

REPRESENTATIONS: VERBAL OR WRITTEN, THAT MAY HAVE BEEN MADE PRIOR TO THE SIGNING OF THIS CONTRACT AND ARE NOT EXPRESSLY STATED IN THE TERMS OF THE CONTRACT, ARE NONBINDING, VOID AND OF NO EFFECT. NEITHER PARTY HAS RELIED ON SUCH PRIOR REPRESENTATIONS IN ENTERING INTO THIS CONTRACTUAL AGREEMENT.

_____	_____	____/____/____
DE CONTACT (Requesting service)	TITLE	DATE

_____	_____	____/____/____
DE ADMINISTRATION	TITLE	DATE

_____	_____	____/____/____
CONTRACTING AGENCY OR INDIVIDUAL	TITLE	DATE

_____	_____	____/____/____	
DE AUTHORIZING SIGNATURE	TITLE		DATE

CONTRACTING PARTY: SIGN, DATE, AND RETURN ORIGINAL COPY TO THE DEPARTMENT. THIS CONTRACT WILL BE VALID WHEN YOU RECEIVE A COPY WITH THE DEPARTMENT OF EDUCATION'S AUTHORIZING SIGNATURE.

AGREEMENT # _____

Attachment #2

Date

Marty Ikeda, Issuing Officer
Iowa Department of Education
Grimes State Office Building
Des Moines, Iowa 50319

Re: Request for Proposal ED-SM26701
PROPOSAL CERTIFICATION

Dear Mr. Ikeda:

I certify that the contents of the proposal submitted on behalf of (Name of Vendor) in response to the Iowa Department of Education for Proposal Number CTE 01 for providing enhanced and extended services based on products of the National Crosswalk Service Center Services are true and accurate. I also certify that (Name of Vendor) has not made any knowingly false statements in its proposal.

Sincerely,

Name and Title

Attachment #3

Date

Marty Ikeda, Issuing Officer
Iowa Department of Education
Grimes State Office Building
Des Moines, Iowa 50319

Re: Request for Proposal Number ED-SM26701
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF
INTEREST

Dear Mr. Ikeda:

By submitting a proposal in response to Iowa Department of Education Request for Proposal Number CTE 01 for policy and practice review of Iowa CTE programs, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other vendor.
4. No attempt has been made or will be made by (Name of Vendor) to induce any other vendor to submit or not to submit a proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Vendor) and the Agency that interferes with fair competition or as a conflict of interest.

Sincerely,

Name and Title

Attachment #4

Date

Marty Ikeda, Issuing Officer
Iowa Department of Education
Grimes State Office Building
Des Moines, Iowa 50319

Re: Request for Proposal Number ED-SM26701
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
ELIGIBILITY AND VOLUNTARY EXCLUSION

Dear Mr. Ikeda:

By submitting a proposal in response to Iowa Department of Education Request for Proposal Number NCSC01 for providing enhanced and extended services based on products of the National Crosswalk Service Center Services (RFP), the undersigned certifies the following:

1. I certify that, to the best of my knowledge, (Name of Vendor) and all of its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or agency; (b) have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or other criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause.
2. This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,

Name and Title

Attachment #5

Date

Marty Ikeda, Issuing Officer
Iowa Department of Education
Grimes State Office Building
Des Moines, Iowa 50319

Re: Request for Proposal Number ED-SM267801
AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Ikeda:

[name of vendor] hereby authorizes the Iowa Department of Education ("Agency") to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful vendor in response to Request for Proposal Number CTE 01.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The vendor is willing to take that risk.

The vendor hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency in the evaluation and selection of a successful vendor in response to Request for Proposal Number CTE 01.

The vendor authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's proposal submitted in response to Request for Proposal Number CTE 01.

The vendor further authorizes any and all persons, entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature

and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful vendor in response to Request for Proposal Number CTE 01.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Printed Name of Vendor Organization

Name and Title of Authorized Representative

Date

Attachment #6

Date
Marty Ikeda, Issuing Officer
Iowa Department of Education
Grimes State Office Building
Des Moines, Iowa 50319

Re: Request for Proposal Number ED-SM26701
CERTIFICATION REGARDING REGISTRATION, COLLECTION
AND REMISSION OF STATE SALES AND USE TAX

Dear Mr. Ikeda:

Pursuant to Iowa Code sections 423.2(10) & 423.5(8) (2005 Code Sup.) - a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires vendors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a proposal in response to the Iowa Department of Education Request for Proposal Number CTE 01 for policy and practice review of Iowa CTE programs, the undersigned certifies the following: (check the applicable box).

☐ **[name of vendor]** is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or

☐ **[name of vendor]** is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). **[name of vendor]** also acknowledges that the Iowa Department of Education may declare the **[name of vendor]**'s bid or resulting contract void if the above certification is false. The **[name of vendor]** also understands that fraudulent certification may result in the Iowa Department of Education or its representative filing for damages for breach of contract.

Sincerely,

Name and Title